

CHICAGO AND



TRANSPORTATION COMPANY

OFFICE OF THE SECRETARY

DIRECT DIAL NUMBER

312/559-6158

April 20, 1990

File No. A-12353
A-397

0-113A032

Ms. Noretta McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

14434-H
RECORDED ON FILED 1483

APR 23 1990 - 12:30 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are Counterparts of Release and Bill of Sale covering equipment under Equipment Lease and Security Agreement, assigned Recordation Nos. 14434 and 14434-A, respectively, both dated September 28, 1984 and Amendment 1 dated December 20, 1984 and Amendment 2 dated February 1, 1986.

Enclosed is a check for \$15.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts showing recordation data.

Sincerely,

Lisa M. Fanelli

Lisa M. Fanelli
Manager-Stock Operations

Enclosure

cc: D. E. Waller
K. Lange
J. G. Marski
R. S. Morgan

f-cs37ksn1

Interstate Commerce Commission
Washington, D.C. 20423

4/23/90

OFFICE OF THE SECRETARY

Lisa M. Fanelli
Manager Stock Operations
Chicago & North Western Transportation Co.
One North Western Center
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/23/90 at 12:39pm and assigned recordation number(s). 14434-H

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

Counterpart No. 6 of 6

RECEIVED
CREDIT FILE

A-12353
(A-397)

APR 1 1990

RECORDING NO. 14434-H FILED 145

APR 23 1990 - 12 30 PM

~~RELEASED TO NATIONAL BANK~~
~~RELEASED TO NATIONAL BANK~~
RELEASE AND BILL OF SALE
INTERSTATE COMMERCE COMMISSION

WHEREAS, under the terms of a Finance Agreement (hereinafter referred to as the "Finance Agreement") dated as of September 15, 1984 among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (hereinafter referred to as the "Lessee"), NORTH WESTERN LEASING COMPANY (hereinafter referred to as the "Lessor") and KELLOGG CITIZENS NATIONAL BANK OF GREEN BAY (hereinafter referred to as the "Bank"), the Bank agreed to make certain loans to the Lessor; and

WHEREAS, under the terms of a Security Agreement (hereinafter referred to as the "Security Agreement") dated as of September 28, 1984 between Lessor and the Bank, Lessor pledged certain railroad equipment described in Schedule 1 to the Security Agreement (hereinafter referred to as the "Equipment") as security for the indebtedness of Lessor; and

WHEREAS, under the terms of the Equipment Lease (hereinafter referred to as the "Lease") dated as of September 28, 1984 between Lessor and Lessee, the Equipment was leased to Lessee; and

WHEREAS, under the terms of Amendment #1 to the Finance Agreement, the Security Agreement and the Lease, dated as of December 20, 1984, Exhibit I to the Finance Agreement was deleted and Exhibit A-1 substituted therefor, Schedule 1 to the Security Agreement was deleted and Schedule A-1 substituted therefor and Schedule A to the Lease was deleted and Schedule A-1 substituted therefor; and

WHEREAS, under the terms of Amendment #2 to the Lease and Security Agreement (hereinafter referred to as "Amendment #2") dated as of February 1, 1986, certain Equipment was replaced by certain substitute Equipment as defined in Schedule A-Z to Amendment #2; and

WHEREAS, the indebtedness secured by the Security Agreement has been fully paid, discharged and satisfied and the conditions and obligations with respect to the Equipment have been satisfied in full and the Bank has consented to release the lien of the Security Agreement covering the Equipment.

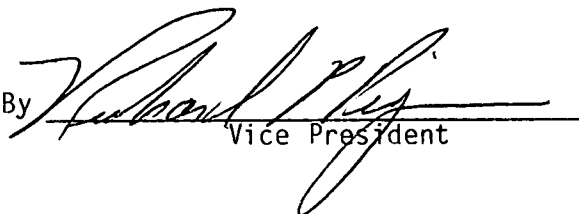
NOW, THEREFORE, Bank, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Lessor, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO NORTH WESTERN LEASING COMPANY the Equipment, TO HAVE AND TO HOLD the Equipment unto NORTH WESTERN LEASING COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Agreement.

cs/p6/3(4)(k7)

The Bank does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by the Bank or arising out of any act, obligation or liability on its part. The Bank hereby authorizes removal from the Equipment of any and all ownership plates and other markings of the Bank.

IN WITNESS WHEREOF, ASSOCIATED KELLOGG BANK, acting in accordance with the terms and conditions of the aforementioned Security Agreement has caused this instrument to be executed in its corporate name by one of its Vice Presidents and attested by its Banking Officer, this 12th day of April A.D. 1990.

ASSOCIATED KELLOGG BANK

By  Vice President

ATTEST:


Banking Officer

STATE OF WISCONSIN)
COUNTY OF BROWN) SS

On this 12th day of April 1990, before me personally appeared Richard P. Pigeon and Richard P. Hearden, Jr. to me personally known, who, being by me duly sworn, says that they are, respectively, a Vice President and a Banking Officer of Associated Kellogg Bank, a corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon A. Holschuh
Notary Public

My Commission Expires:

SHARON A. HOLSCUH, Notary Public
My Commission Expires August 14, 1991

(NOTARY SEAL)